Rushmore Loan Management Services LLC P.O. Box 9082 Temecula, CA 92589-9082

Send Payments to:
Rushmore Loan Management Services LLC
P.O. Box 514707
Los Angeles, CA 90051

Send Correspondence to: Rushmore Loan Management Services LLC 15480 Laguna Canyon Road Suite 100 Irvine, CA 92618

20210205-344

I-lin-d-illillillilli-lind-d-lindlilind-d-lindilli RICK HERRING 578 LOSUSTFIELD RD EAST FALMOUTH, MA 02540



15480 Laguna Canyon Road Suite 100 Irvine, CA 92618 **Phone:** (888) 504-6700 **Fax:** (888) 469-0783 https://www.rushmorelm.com/

- This is an important notice concerning your right to live in your home. Have it translated at once
- **Esta carta explica sus derechos legales para permanecer en su propiedad de vivienda. Por favor traduzca esta notificación inmediatamente.**
- ❖ Este é um aviso importante em relação ao seu dereito de morar na sua residência. Por favor, tem tradizido imediatamente.
- C'est une notification importante concernant votre droit de vivre chez vous. Faites-la traduire immédiatement.
- ❖ 这是一则关於您居住权的重要通知, 请儘快安排翻译。

## 90-Day Right to Cure Your Mortgage Default

02/05/2021

Sent Via Certified Mail<sup>TM</sup> 9307 1100 1170 1054 8526 56

RICK HERRING 578 LOSUSTFIELD RD EAST FALMOUTH, MA 02540

RE: 578 LOCUSTFIELD RD, EAST FALMOUTH, MA 02536; loan 7603017484 with Rushmore Loan Management Services LLC; TAYLOR BEAN & WHITAKER MORTGAGE CORP.

#### To RICK HERRING:

We are contacting you because you did not make your monthly loan payment(s) due on 04/01/2017, 05/01/2017, 06/01/2017, 07/01/2017, 08/01/2017, 09/01/2017, 10/01/2017, 11/01/2017, 12/01/2017, 01/01/2018, 02/01/2018, 03/01/2018, 04/01/2018, 05/01/2018, 06/01/2018, 07/01/2018, 08/01/2018, 09/01/2018, 10/01/2018, 11/01/2018, 12/01/2018, 01/01/2019, 02/01/2019, 03/01/2019, 04/01/2019, 05/01/2019, 06/01/2019, 07/01/2019, 08/01/2019, 09/01/2019, 10/01/2019, 11/01/2019, 12/01/2019, 01/01/2020, 02/01/2020, 03/01/2020, 04/01/2020, 05/01/2020, 06/01/2020, 07/01/2020, 08/01/2020, 09/01/2020, 10/01/2020, 11/01/2020, 12/01/2020, 01/01/2021, and 02/01/2021 to Rushmore Loan Management Services LLC. You must pay the past due amount of \$75,798.45 on or before 05/06/2021, which is 90 days from the date of this notice. The past due amount on the date of this notice is specified below:

- \$1,176.57 Principal & Interest due on 04/01/2017;
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- \$460.32 Tax & Insurance Escrow due on 02/01/2021;

- \$1,341.02 Late Fee on 03/04/2020;
- \$35.30 Late Fee on 01/19/2021;
- Uncollected Late Charges of \$1,376.32
- Unapplied Balance of (\$754.44)

If you pay the past due amount, and any additional monthly payments, late charges or fees that may become due between the date of this notice and the date when you make your payment, your account will be considered up-to-date and you can continue to make your regular monthly payments.

Make your payment directly to:

Rushmore Loan Management Services LLC P.O. Box 514707 Los Angeles, CA 90051

Overnight: Rushmore Loan Management Services LLC 15480 Laguna Canyon Road Suite 100 Irvine, CA 92618

Please consider the following:

- You should contact the Homeownership Preservation Foundation (888-995-HOPE) to speak
  with counselors who can provide assistance and may be able to help you work with your
  lender to avoid foreclosure.
- If you are a MassHousing borrower, you may also contact MassHousing (888-843-6432) to determine if you are eligible for additional assistance. There may be other homeownership assistance available through your lender or servicer.
- You may also contact the Division of Banks (617-956-1500) or visit <a href="https://www.mass.gov/foreclosures">www.mass.gov/foreclosures</a> to find a foreclosure prevention program near you.
- After 05/06/2021, you can still avoid foreclosure by paying the total past due amount before a
  foreclosure sale takes place. Depending on the terms of the loan, there may also be other ways
  to avoid foreclosure, such as selling your property, refinancing your loan, or voluntarily
  transferring ownership of the property to Rushmore Loan Management Services LLC.

If you do not pay the total past due amount of \$75,798.45 and any additional payments that may become due by 05/06/2021, you may be evicted from your home after a foreclosure sale. If Rushmore Loan Management Services LLC forecloses on this property, it means the mortgagee or new buyer will take over the ownership of your home.



If you have questions, or disagree with the calculation of your past due balance, please contact Rushmore Loan Management Services LLC at (888) 504-7300 or 15480 Laguna Canyon Road, Suite

100, Irvine, CA 92618.

Sincerely,

Antonio DaSilva Rushmore Loan Management Services LLC 15480 Laguna Canyon Road Suite 100 Irvine, CA 92618 (888) 504-6700

Enclosed with this notice, there may be additional important disclosures related to applicable laws and requirements that you should carefully review.

#### **Additional Disclosures**

#### **NOTICE OF IMPORTANT RIGHTS:**

You have the right to make a written or oral request that telephone calls regarding your debt not be made to you at your place of employment. Any such oral request will be valid for only ten (10) days unless you provide written confirmation of the request postmarked or delivered within seven (7) days of such request. You may terminate this request by writing to the debt collector.

#### **Telephone Number and Office Hours:**

Antonio DaSilva 888-504-7300

Monday through Thursday, 6:00 am to 7:00 pm PT, Friday from 6:00 am to 6:00 pm PT

## **Contractual Disclosures:**

Failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by the Security Instrument and sale of the Property. You have the right to reinstate the loan after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense to acceleration and sale. If foreclosure proceedings are undertaken, we may pursue a deficiency judgment, if permitted by applicable law.

# Right to Redeem:

You may redeem the property by paying the total amount due prior to the foreclosure sale.

## **Bankruptcy Notice:**

To the extent your obligation has been discharged or is subject to the automatic stay in a bankruptcy case, this notice is for informational purposes only and does not constitute a demand for payment or an attempt to collect a debt as your personal obligation. If you are represented by an attorney, please provide us with the attorney's name, address, and telephone number.

#### Mini-Miranda/FDCPA:

Rushmore Loan Management Services LLC is a debt collector, this is an attempt to collect a debt and any information obtained will be used for that purpose.

Unless you notify us within thirty (30) days after receiving this notice that you dispute the validity of this debt or any portion thereof, we will assume this debt is valid. If you notify us in writing within thirty (30) days from receiving this notice that you dispute the validity of this debt or any portion thereof, we will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. Upon your written request within thirty (30) days after the receipt of this letter, we will provide you with the name and address of the original creditor, if the original creditor is different from the current creditor.

#### **Credit Reporting:**

We may report information about your account to credit bureaus and late or missed payments may be reflected on your credit report. As required by law, you are hereby notified that a negative credit report may be submitted to a credit reporting agency if you fail to fulfill the terms of your obligations.



## **Partial Payments:**

Rushmore Loan Management Services LLC reserves the right to accept or reject a partial payment of the total amount due without waiving its right to proceed with foreclosure.

## **Servicemembers' Civil Relief Act:**

Attention Servicemembers and Dependents: Servicemembers on active duty, or a spouse or dependent of such a servicemember, may be entitled to certain protections under the Servicemembers Civil Relief Act ("SCRA") regarding the servicemember's interest rate and the risk of the foreclosure. SCRA and certain state laws provide important protections for you, including prohibiting foreclosure under most circumstances. If you are currently in the military service, or have been within the last twelve (12) months, AND joined after signing the Note and Security Instrument not in default, please notify Rushmore Loan Management Services LLC immediately. When contacting Rushmore Loan Management Services LLC as to your military service, you must provide positive proof as to your military status. Servicemembers and dependents with questions about the SCRA should contact their unit's Judge Advocate, or their installation's Legal Assistance Officer. Homeowner counseling is also available at agencies such as Military OneSource (www.militaryonesource.mil, 1-800-342-9647) and Armed Forces Legal Assistance (http://legalassistance.law.af.mil), and through HUD-certified housing counselors (http://apps.hud.gov/offices/hsg/sfh/hcc/hcs.cfm). You can also contact Antonio DaSilva toll-free at 888-504-7300 if you have questions about your rights under SCRA.

# **Company Loss Mitigation Options:**

IF YOU ARE UNABLE TO BRING YOUR ACCOUNT CURRENT, Rushmore Loan Management Services LLC offers consumer assistance programs designed to help resolve delinquencies and avoid foreclosure. These services are provided without cost to our customers. You may be eligible for a loan workout plan or other similar alternative to foreclosure. If you would like to learn more about these programs, you may contact Antonio DaSilva at 888-504-7300, Monday through Thursday, 6:00 am to 7:00 pm PT, Friday from 6:00 am to 6:00 pm PT to discuss possible options. You may also visit our website https://www.rushmorelm.com/. WE ARE VERY INTERESTED IN ASSISTING YOU.

Rushmore Loan Management Services LLC P.O. Box 9082 Temecula, CA 92589-9082

Send Payments to:
Rushmore Loan Management Services LLC
P.O. Box 514707
Los Angeles, CA 90051

Send Correspondence to: Rushmore Loan Management Services LLC 15480 Laguna Canyon Road Suite 100 Invine, CA 92618



20210204-344

ESTATE OF LYDIA PLESKUN
578 LOSUSTFIELD RD
EAST FALMOUTH, MA 02540



15480 Laguna Canyon Road Suite 100 Irvine, CA 92618 **Phone:** (888) 504-6700 **Fax:** (888) 469-0783 https://www.rushmorelm.com/

- This is an important notice concerning your right to live in your home. Have it translated at once
- **Esta carta explica sus derechos legales para permanecer en su propiedad de vivienda. Por favor traduzca esta notificacion inmediatamente.**
- ❖ Este é um aviso importante em relação ao seu dereito de morar na sua residência. Por favor, tem tradizido imediatamente.
- C'est une notification importante concernant votre droit de vivre chez vous. Faites-la traduire immédiatement.
- ❖ 这是一则关於您居住权的重要通知,请儘快安排翻译。

## 90-Day Right to Cure Your Mortgage Default

02/05/2021

Sent Via First-Class Mail®

ESTATE OF LYDIA PLESKUN 578 LOSUSTFIELD RD EAST FALMOUTH, MA 02540

RE: 578 LOCUSTFIELD RD, EAST FALMOUTH, MA 02536; loan 7603017484 with Rushmore Loan Management Services LLC; TAYLOR BEAN & WHITAKER MORTGAGE CORP.

## To ESTATE OF LYDIA PLESKUN:

We are contacting you because you did not make your monthly loan payment(s) due on 04/01/2017, 05/01/2017, 06/01/2017, 07/01/2017, 08/01/2017, 09/01/2017, 10/01/2017, 11/01/2017, 12/01/2017, 01/01/2018, 02/01/2018, 03/01/2018, 04/01/2018, 05/01/2018, 06/01/2018, 07/01/2018, 08/01/2018, 09/01/2018, 10/01/2018, 11/01/2018, 12/01/2018, 01/01/2019, 02/01/2019, 03/01/2019, 04/01/2019, 05/01/2019, 06/01/2019, 07/01/2019, 08/01/2019, 09/01/2019, 10/01/2019, 11/01/2019, 12/01/2019, 01/01/2020, 02/01/2020, 03/01/2020, 04/01/2020, 05/01/2020, 06/01/2020, 07/01/2020, 08/01/2020, 09/01/2020, 10/01/2020, 11/01/2020, 12/01/2020, 01/01/2021, and 02/01/2021 to Rushmore Loan Management Services LLC. You must pay the past due amount of \$75,798.45 on or before 05/06/2021, which is 90 days from the date of this notice. The past due amount on the date of this notice is specified below:

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W\_MA\_RTC\_RMM Rev. 01/2021 Page 3 of 8

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100, Irvine, CA 92618.

Sincerely,

Antonio DaSilva Rushmore Loan Management Services LLC 15480 Laguna Canyon Road Suite 100 Irvine, CA 92618 (888) 504-6700

Enclosed with this notice, there may be additional important disclosures related to applicable laws and requirements that you should carefully review.

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Antonio DaSilva 888-504-7300

Monday through Thursday, 6:00 am to 7:00 pm PT, Friday from 6:00 am to 6:00 pm PT

## **Contractual Disclosures:**

Failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by the Security Instrument and sale of the Property. You have the right to reinstate the loan after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense to acceleration and sale. If foreclosure proceedings are undertaken, we may pursue a deficiency judgment, if permitted by applicable law.

# Right to Redeem:

You may redeem the property by paying the total amount due prior to the foreclosure sale.

## **Bankruptcy Notice:**

To the extent your obligation has been discharged or is subject to the automatic stay in a bankruptcy case, this notice is for informational purposes only and does not constitute a demand for payment or an attempt to collect a debt as your personal obligation. If you are represented by an attorney, please provide us with the attorney's name, address, and telephone number.

#### Mini-Miranda/FDCPA:

Rushmore Loan Management Services LLC is a debt collector, this is an attempt to collect a debt and any information obtained will be used for that purpose.

Unless you notify us within thirty (30) days after receiving this notice that you dispute the validity of this debt or any portion thereof, we will assume this debt is valid. If you notify us in writing within thirty (30) days from receiving this notice that you dispute the validity of this debt or any portion thereof, we will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. Upon your written request within thirty (30) days after the receipt of this letter, we will provide you with the name and address of the original creditor, if the original creditor is different from the current creditor.

#### **Credit Reporting:**

We may report information about your account to credit bureaus and late or missed payments may be reflected on your credit report. As required by law, you are hereby notified that a negative credit report may be submitted to a credit reporting agency if you fail to fulfill the terms of your obligations.



## **Partial Payments:**

Rushmore Loan Management Services LLC reserves the right to accept or reject a partial payment of the total amount due without waiving its right to proceed with foreclosure.

## **Servicemembers' Civil Relief Act:**

Attention Servicemembers and Dependents: Servicemembers on active duty, or a spouse or dependent of such a servicemember, may be entitled to certain protections under the Servicemembers Civil Relief Act ("SCRA") regarding the servicemember's interest rate and the risk of the foreclosure. SCRA and certain state laws provide important protections for you, including prohibiting foreclosure under most circumstances. If you are currently in the military service, or have been within the last twelve (12) months, AND joined after signing the Note and Security Instrument not in default, please notify Rushmore Loan Management Services LLC immediately. When contacting Rushmore Loan Management Services LLC as to your military service, you must provide positive proof as to your military status. Servicemembers and dependents with questions about the SCRA should contact their unit's Judge Advocate, or their installation's Legal Assistance Officer. Homeowner counseling is also available at agencies such as Military OneSource (www.militaryonesource.mil, 1-800-342-9647) and Armed Forces Legal Assistance (http://legalassistance.law.af.mil), and through HUD-certified housing counselors (http://apps.hud.gov/offices/hsg/sfh/hcc/hcs.cfm). You can also contact Antonio DaSilva toll-free at 888-504-7300 if you have questions about your rights under SCRA.

# **Company Loss Mitigation Options:**

IF YOU ARE UNABLE TO BRING YOUR ACCOUNT CURRENT, Rushmore Loan Management Services LLC offers consumer assistance programs designed to help resolve delinquencies and avoid foreclosure. These services are provided without cost to our customers. You may be eligible for a loan workout plan or other similar alternative to foreclosure. If you would like to learn more about these programs, you may contact Antonio DaSilva at 888-504-7300, Monday through Thursday, 6:00 am to 7:00 pm PT, Friday from 6:00 am to 6:00 pm PT to discuss possible options. You may also visit our website https://www.rushmorelm.com/. WE ARE VERY INTERESTED IN ASSISTING YOU.

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Rushmore Loan Management Services LLC P.O. Box 9082 Temecula, CA 92589-9082

Send Payments to:
Rushmore Loan Management Services LLC
P.O. Box 514707
Los Angeles, CA 90051
Send Correspondence to:
Rushmore Loan Management Services LLC
15480 Laguna Canyon Road
Suite 100
Irvine, CA 92618

2354872902

20210204-344



15480 Laguna Canyon Road Suite 100 Irvine, CA 92618 **Phone:** (888) 504-6700 **Fax:** (888) 469-0783 https://www.rushmorelm.com/

- This is an important notice concerning your right to live in your home. Have it translated at once
- **Esta carta explica sus derechos legales para permanecer en su propiedad de vivienda. Por favor traduzca esta notificacion inmediatamente.**
- ❖ Este é um aviso importante em relação ao seu dereito de morar na sua residência. Por favor, tem tradizido imediatamente.
- C'est une notification importante concernant votre droit de vivre chez vous. Faites-la traduire immédiatement.
- ❖ 这是一则关於您居住权的重要通知,请儘快安排翻译。

## 90-Day Right to Cure Your Mortgage Default

02/05/2021

Sent Via First-Class Mail®

RICK HERRING 578 LOSUSTFIELD RD EAST FALMOUTH, MA 02540

RE: 578 LOCUSTFIELD RD, EAST FALMOUTH, MA 02536; loan 7603017484 with Rushmore Loan Management Services LLC; TAYLOR BEAN & WHITAKER MORTGAGE CORP.

## To RICK HERRING:

We are contacting you because you did not make your monthly loan payment(s) due on 04/01/2017, 05/01/2017, 06/01/2017, 07/01/2017, 08/01/2017, 09/01/2017, 10/01/2017, 11/01/2017, 12/01/2017, 01/01/2018, 02/01/2018, 03/01/2018, 04/01/2018, 05/01/2018, 06/01/2018, 07/01/2018, 08/01/2018, 09/01/2018, 10/01/2018, 11/01/2018, 12/01/2018, 01/01/2019, 02/01/2019, 03/01/2019, 04/01/2019, 05/01/2019, 06/01/2019, 07/01/2019, 08/01/2019, 09/01/2019, 10/01/2019, 11/01/2019, 12/01/2019, 01/01/2020, 02/01/2020, 03/01/2020, 04/01/2020, 05/01/2020, 06/01/2020, 07/01/2020, 08/01/2020, 09/01/2020, 10/01/2020, 11/01/2020, 12/01/2020, 01/01/2021, and 02/01/2021 to Rushmore Loan Management Services LLC. You must pay the past due amount of \$75,798.45 on or before 05/06/2021, which is 90 days from the date of this notice. The past due amount on the date of this notice is specified below:

- \$1,176.57 Principal & Interest due on 04/01/2017;
- \$1,176.57 Principal & Interest due on 05/01/2017;
- \$1,176.57 Principal & Interest due on 06/01/2017;
- \$1,176.57 Principal & Interest due on 07/01/2017;
- \$1,176.57 Principal & Interest due on 08/01/2017;
- \$1,176.57 Principal & Interest due on 09/01/2017;
- \$1,176.57 Principal & Interest due on 10/01/2017;



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- \$1,176.57 Principal & Interest due on 11/01/2017;
- \$1,176.57 Principal & Interest due on 12/01/2017;
- \$1,176.57 Principal & Interest due on 01/01/2018;
- \$1,176.57 Principal & Interest due on 02/01/2018;
- \$1,176.57 Principal & Interest due on 03/01/2018;
- \$1,176.57 Principal & Interest due on 04/01/2018;
- \$1,176.57 Principal & Interest due on 05/01/2018;
- \$1,176.57 Principal & Interest due on 06/01/2018;
- \$1,176.57 Principal & Interest due on 07/01/2018;
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- \$1,176.57 Principal & Interest due on 12/01/2020;
- \$1,176.57 Principal & Interest due on 01/01/2021;
- \$1,176.57 Principal & Interest due on 02/01/2021;
- \$417.46 Tax & Insurance Escrow due on 04/01/2017;
- \$417.46 Tax & Insurance Escrow due on 05/01/2017;
- \$417.46 Tax & Insurance Escrow due on 06/01/2017;
- \$417.46 Tax & Insurance Escrow due on 07/01/2017;
- \$417.46 Tax & Insurance Escrow due on 08/01/2017;
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 Rev. 01/2021

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- \$417.46 Tax & Insurance Escrow due on 10/01/2018;
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- \$417.46 Tax & Insurance Escrow due on 07/01/2020;
- \$417.46 Tax & Insurance Escrow due on 08/01/2020;
- \$460.32 Tax & Insurance Escrow due on 09/01/2020;
- \$460.32 Tax & Insurance Escrow due on 10/01/2020;
- \$460.32 Tax & Insurance Escrow due on 11/01/2020;
- \$460.32 Tax & Insurance Escrow due on 12/01/2020;
- \$460.32 Tax & Insurance Escrow due on 01/01/2021:
- \$460.32 Tax & Insurance Escrow due on 02/01/2021;

- \$1,341.02 Late Fee on 03/04/2020;
- \$35.30 Late Fee on 01/19/2021;
- Uncollected Late Charges of \$1,376.32
- Unapplied Balance of (\$754.44)

If you pay the past due amount, and any additional monthly payments, late charges or fees that may become due between the date of this notice and the date when you make your payment, your account will be considered up-to-date and you can continue to make your regular monthly payments.

Make your payment directly to:

Rushmore Loan Management Services LLC P.O. Box 514707 Los Angeles, CA 90051

Overnight: Rushmore Loan Management Services LLC 15480 Laguna Canyon Road Suite 100 Irvine, CA 92618

Please consider the following:

- You should contact the Homeownership Preservation Foundation (888-995-HOPE) to speak
  with counselors who can provide assistance and may be able to help you work with your
  lender to avoid foreclosure.
- If you are a MassHousing borrower, you may also contact MassHousing (888-843-6432) to determine if you are eligible for additional assistance. There may be other homeownership assistance available through your lender or servicer.
- You may also contact the Division of Banks (617-956-1500) or visit <a href="https://www.mass.gov/foreclosures">www.mass.gov/foreclosures</a> to find a foreclosure prevention program near you.
- After 05/06/2021, you can still avoid foreclosure by paying the total past due amount before a
  foreclosure sale takes place. Depending on the terms of the loan, there may also be other ways
  to avoid foreclosure, such as selling your property, refinancing your loan, or voluntarily
  transferring ownership of the property to Rushmore Loan Management Services LLC.

If you do not pay the total past due amount of \$75,798.45 and any additional payments that may become due by 05/06/2021, you may be evicted from your home after a foreclosure sale. If Rushmore Loan Management Services LLC forecloses on this property, it means the mortgagee or new buyer will take over the ownership of your home.



If you have questions, or disagree with the calculation of your past due balance, please contact Rushmore Loan Management Services LLC at (888) 504-7300 or 15480 Laguna Canyon Road, Suite

100, Irvine, CA 92618.

Sincerely,

Antonio DaSilva Rushmore Loan Management Services LLC 15480 Laguna Canyon Road Suite 100 Irvine, CA 92618 (888) 504-6700

Enclosed with this notice, there may be additional important disclosures related to applicable laws and requirements that you should carefully review.

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#### **Additional Disclosures**

#### **NOTICE OF IMPORTANT RIGHTS:**

You have the right to make a written or oral request that telephone calls regarding your debt not be made to you at your place of employment. Any such oral request will be valid for only ten (10) days unless you provide written confirmation of the request postmarked or delivered within seven (7) days of such request. You may terminate this request by writing to the debt collector.

## **Telephone Number and Office Hours:**

Antonio DaSilva 888-504-7300

Monday through Thursday, 6:00 am to 7:00 pm PT, Friday from 6:00 am to 6:00 pm PT

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Rushmore Loan Management Services LLC P.O. Box 9082
Temecula, CA 92589-9082

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Send Payments to:
Rushmore Loan Management Services LLC
P.O. Box 514707
Los Angeles, CA 90051
Send Correspondence to:

Send Correspondence to: Rushmore Loan Management Services LLC 15480 Laguna Canyon Road Suite 100 Irvine, CA 92618

20210205-344

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RUSHMORE CASE TO CONSTRUCT

15480 Laguna Canyon Road Suite 100 Irvine, CA 92618 **Phone:** (888) 504-6700 **Fax:** (888) 469-0783 https://www.rushmorelm.com/

- This is an important notice concerning your right to live in your home. Have it translated at once
- **Esta carta explica sus derechos legales para permanecer en su propiedad de vivienda. Por favor traduzca esta notificación inmediatamente.**
- ❖ Este é um aviso importante em relação ao seu dereito de morar na sua residência. Por favor, tem tradizido imediatamente.
- C'est une notification importante concernant votre droit de vivre chez vous. Faites-la traduire immédiatement.
- ❖ 这是一则关於您居住权的重要通知,请儘快安排翻译。

# 90-Day Right to Cure Your Mortgage Default

#### 02/05/2021

Sent Via Certified Mail<sup>TM</sup> 9307 1100 1170 1054 8526 63

ESTATE OF LYDIA PLESKUN 578 LOSUSTFIELD RD EAST FALMOUTH, MA 02540

RE: 578 LOCUSTFIELD RD, EAST FALMOUTH, MA 02536; loan 7603017484 with Rushmore Loan Management Services LLC; TAYLOR BEAN & WHITAKER MORTGAGE CORP.

#### To ESTATE OF LYDIA PLESKUN:

We are contacting you because you did not make your monthly loan payment(s) due on 04/01/2017, 05/01/2017, 06/01/2017, 07/01/2017, 08/01/2017, 09/01/2017, 10/01/2017, 11/01/2017, 12/01/2017, 01/01/2018, 02/01/2018, 03/01/2018, 04/01/2018, 05/01/2018, 06/01/2018, 07/01/2018, 08/01/2018, 09/01/2018, 10/01/2018, 11/01/2018, 12/01/2018, 01/01/2019, 02/01/2019, 03/01/2019, 04/01/2019, 05/01/2019, 06/01/2019, 07/01/2019, 08/01/2019, 09/01/2019, 10/01/2019, 11/01/2019, 12/01/2019, 01/01/2020, 02/01/2020, 03/01/2020, 04/01/2020, 05/01/2020, 06/01/2020, 07/01/2020, 08/01/2020, 09/01/2020, 10/01/2020, 11/01/2020, 12/01/2020, 01/01/2021, and 02/01/2021 to Rushmore Loan Management Services LLC. You must pay the past due amount of \$75,798.45 on or before 05/06/2021, which is 90 days from the date of this notice. The past due amount on the date of this notice is specified below:

- \$1,176.57 Principal & Interest due on 04/01/2017;
- \$1,176.57 Principal & Interest due on 05/01/2017;
- \$1,176.57 Principal & Interest due on 06/01/2017;
- \$1,176.57 Principal & Interest due on 07/01/2017;
- \$1,176.57 Principal & Interest due on 08/01/2017;
- \$1,176.57 Principal & Interest due on 09/01/2017;
- \$1,176.57 Principal & Interest due on 10/01/2017;



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- \$1,176.57 Principal & Interest due on 11/01/2017;
- \$1,176.57 Principal & Interest due on 12/01/2017;
- \$1,176.57 Principal & Interest due on 01/01/2018;
- \$1,176.57 Principal & Interest due on 02/01/2018;
- \$1,176.57 Principal & Interest due on 03/01/2018;
- \$1,176.57 Principal & Interest due on 04/01/2018;
- \$1,176.57 Principal & Interest due on 05/01/2018;
- \$1,176.57 Principal & Interest due on 06/01/2018;
- \$1,176.57 Principal & Interest due on 07/01/2018;
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- \$1,176.57 Principal & Interest due on 11/01/2018;
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- \$1,176.57 Principal & Interest due on 01/01/2019;
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- \$1,176.57 Principal & Interest due on 11/01/2020;
- \$1,176.57 Principal & Interest due on 12/01/2020;
- \$1,176.57 Principal & Interest due on 01/01/2021;
- \$1,176.57 Principal & Interest due on 02/01/2021;
- \$417.46 Tax & Insurance Escrow due on 04/01/2017;
- \$417.46 Tax & Insurance Escrow due on 05/01/2017;
- \$417.46 Tax & Insurance Escrow due on 06/01/2017;
- \$417.46 Tax & Insurance Escrow due on 07/01/2017;
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- \$417.46 Tax & Insurance Escrow due on 05/01/2020;
- \$417.46 Tax & Insurance Escrow due on 06/01/2020;
- \$417.46 Tax & Insurance Escrow due on 07/01/2020;
- \$417.46 Tax & Insurance Escrow due on 08/01/2020;
- \$460.32 Tax & Insurance Escrow due on 09/01/2020;
- \$460.32 Tax & Insurance Escrow due on 10/01/2020;
- \$460.32 Tax & Insurance Escrow due on 11/01/2020;
- \$460.32 Tax & Insurance Escrow due on 12/01/2020;
- \$460.32 Tax & Insurance Escrow due on 01/01/2021;
- \$460.32 Tax & Insurance Escrow due on 02/01/2021;

- \$1,341.02 Late Fee on 03/04/2020;
- \$35.30 Late Fee on 01/19/2021;
- Uncollected Late Charges of \$1,376.32
- Unapplied Balance of (\$754.44)

If you pay the past due amount, and any additional monthly payments, late charges or fees that may become due between the date of this notice and the date when you make your payment, your account will be considered up-to-date and you can continue to make your regular monthly payments.

Make your payment directly to:

Rushmore Loan Management Services LLC P.O. Box 514707 Los Angeles, CA 90051

Overnight: Rushmore Loan Management Services LLC 15480 Laguna Canyon Road Suite 100

Please consider the following:

Irvine, CA 92618

- You should contact the Homeownership Preservation Foundation (888-995-HOPE) to speak
  with counselors who can provide assistance and may be able to help you work with your
  lender to avoid foreclosure.
- If you are a MassHousing borrower, you may also contact MassHousing (888-843-6432) to determine if you are eligible for additional assistance. There may be other homeownership assistance available through your lender or servicer.
- You may also contact the Division of Banks (617-956-1500) or visit www.mass.gov/foreclosures to find a foreclosure prevention program near you.
- After 05/06/2021, you can still avoid foreclosure by paying the total past due amount before a
  foreclosure sale takes place. Depending on the terms of the loan, there may also be other ways
  to avoid foreclosure, such as selling your property, refinancing your loan, or voluntarily
  transferring ownership of the property to Rushmore Loan Management Services LLC.

If you do not pay the total past due amount of \$75,798.45 and any additional payments that may become due by 05/06/2021, you may be evicted from your home after a foreclosure sale. If Rushmore Loan Management Services LLC forecloses on this property, it means the mortgagee or new buyer will take over the ownership of your home.



If you have questions, or disagree with the calculation of your past due balance, please contact Rushmore Loan Management Services LLC at (888) 504-7300 or 15480 Laguna Canyon Road, Suite

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100, Irvine, CA 92618.

Sincerely,

Antonio DaSilva Rushmore Loan Management Services LLC 15480 Laguna Canyon Road Suite 100 Irvine, CA 92618 (888) 504-6700

Enclosed with this notice, there may be additional important disclosures related to applicable laws and requirements that you should carefully review.

#### **Additional Disclosures**

# NOTICE OF IMPORTANT RIGHTS:

You have the right to make a written or oral request that telephone calls regarding your debt not be made to you at your place of employment. Any such oral request will be valid for only ten (10) days unless you provide written confirmation of the request postmarked or delivered within seven (7) days of such request. You may terminate this request by writing to the debt collector.

## **Telephone Number and Office Hours:**

Antonio DaSilva 888-504-7300

Monday through Thursday, 6:00 am to 7:00 pm PT, Friday from 6:00 am to 6:00 pm PT

### **Contractual Disclosures:**

Failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by the Security Instrument and sale of the Property. You have the right to reinstate the loan after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense to acceleration and sale. If foreclosure proceedings are undertaken, we may pursue a deficiency judgment, if permitted by applicable law.

# Right to Redeem:

You may redeem the property by paying the total amount due prior to the foreclosure sale.

## **Bankruptcy Notice:**

To the extent your obligation has been discharged or is subject to the automatic stay in a bankruptcy case, this notice is for informational purposes only and does not constitute a demand for payment or an attempt to collect a debt as your personal obligation. If you are represented by an attorney, please provide us with the attorney's name, address, and telephone number.

## Mini-Miranda/FDCPA:

Rushmore Loan Management Services LLC is a debt collector, this is an attempt to collect a debt and any information obtained will be used for that purpose.

Unless you notify us within thirty (30) days after receiving this notice that you dispute the validity of this debt or any portion thereof, we will assume this debt is valid. If you notify us in writing within thirty (30) days from receiving this notice that you dispute the validity of this debt or any portion thereof, we will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. Upon your written request within thirty (30) days after the receipt of this letter, we will provide you with the name and address of the original creditor, if the original creditor is different from the current creditor.

## **Credit Reporting:**

We may report information about your account to credit bureaus and late or missed payments may be reflected on your credit report. As required by law, you are hereby notified that a negative credit report may be submitted to a credit reporting agency if you fail to fulfill the terms of your obligations.



## **Partial Payments:**

Rushmore Loan Management Services LLC reserves the right to accept or reject a partial payment of the total amount due without waiving its right to proceed with foreclosure.

# **Servicemembers' Civil Relief Act:**

Attention Servicemembers and Dependents: Servicemembers on active duty, or a spouse or dependent of such a servicemember, may be entitled to certain protections under the Servicemembers Civil Relief Act ("SCRA") regarding the servicemember's interest rate and the risk of the foreclosure. SCRA and certain state laws provide important protections for you, including prohibiting foreclosure under most circumstances. If you are currently in the military service, or have been within the last twelve (12) months, AND joined after signing the Note and Security Instrument not in default, please notify Rushmore Loan Management Services LLC immediately. When contacting Rushmore Loan Management Services LLC as to your military service, you must provide positive proof as to your military status. Servicemembers and dependents with questions about the SCRA should contact their unit's Judge Advocate, or their installation's Legal Assistance Officer. Homeowner counseling is also available at agencies such as Military OneSource (www.militaryonesource.mil, 1-800-342-9647) and Armed Forces Legal Assistance (http://legalassistance.law.af.mil), and through HUD-certified housing counselors (http://apps.hud.gov/offices/hsg/sfh/hcc/hcs.cfm). You can also contact Antonio DaSilva toll-free at 888-504-7300 if you have questions about your rights under SCRA.

# **Company Loss Mitigation Options:**

IF YOU ARE UNABLE TO BRING YOUR ACCOUNT CURRENT, Rushmore Loan Management Services LLC offers consumer assistance programs designed to help resolve delinquencies and avoid foreclosure. These services are provided without cost to our customers. You may be eligible for a loan workout plan or other similar alternative to foreclosure. If you would like to learn more about these programs, you may contact Antonio DaSilva at 888-504-7300, Monday through Thursday, 6:00 am to 7:00 pm PT, Friday from 6:00 am to 6:00 pm PT to discuss possible options. You may also visit our website https://www.rushmorelm.com/. WE ARE VERY INTERESTED IN ASSISTING YOU.